
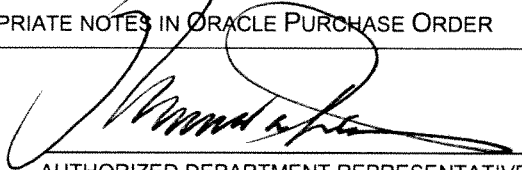
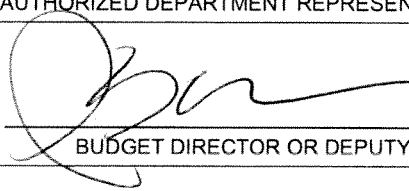
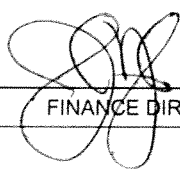
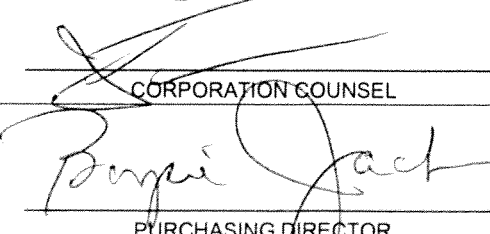


PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> PROFESSIONAL SERVICES REVENUE CONTRACT		DEPARTMENT HEAD'S SIGNATURE 	DEPARTMENT DPW	CHANGE ORDER #	STANDARD PO NUMBER 2899700	CONTRACT PO NUMBER 2899700
FUNDING SOURCE (Percent) FEDERAL % STATE % CITY % OTHER 100%		DEPARTMENT CONTACT PERSON JOSE ABRAHAM	PHONE NO. 224-3932	REVISION	REVISION	REVISION
CONTRACTOR'S NAME: MIDTOWN DETROIT INC			DATE PREPARED 10/21/2014		REVISION	REVISION
CONTRACTOR'S ADDRESS: 3939 WOODWARD AVE, SUITE 100 DETROIT, MI 48201		ENGINEER'S ESTIMATE <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> CHANGE <input type="checkbox"/> TOTAL CONTRACT AMOUNT \$ 635,557 TOTAL CPO AMOUNT CHANGE AMOUNT				
PHONE NO. (313) 420-6000 FAX		<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL				
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 38-2134035		MINORITY FIRM <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
PURPOSE OF CONTRACT: To accept funding for MDI's share of the Cass Avenue Nonmotorized Enhancement/Midtown Greenway Loop Phase III Project						
CHARGE ACCOUNT: - 3301 - 193365 - 000000 - 521170 - 13851 - 000000 - 00000						

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT  AUTHORIZED DEPARTMENT REPRESENTATIVE	10/22/14
OCT 23 2014	BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  BUDGET DIRECTOR OR DEPUTY	29 2014
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL GRANT ACCOUNTANT	
OCT 30 2014	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  FINANCE DIRECTOR OR DEPUTY	11/3/14
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL CORPORATION COUNSEL	11/3/14
	PURCHASING DIVISION  PURCHASING DIRECTOR	12/11/14

CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE _____

DEC 09 2014

JAN 26 2015

**CITY OF DETROIT
AGREEMENT
CASS AVENUE NONMOTORIZED ENHANCEMENT / MIDTOWN GREENWAY
LOOP PHASE III PROJECT**

THIS AGREEMENT (this “Agreement”) is entered into this date of _____ by and between the **City of Detroit**, a municipal corporation, organized under laws of the State of Michigan, acting by and through its Public Works Department (the “City”), Coleman A. Young Municipal Center, Suite 802, Detroit, MI 48226 and **Midtown Detroit Incorporated** (“MDI”), a Michigan nonprofit corporation, with a place of business at 3939 Woodward Ave., Suite 100, Detroit, MI 48201.

WITNESSETH:

WHEREAS, MDI has requested that the City through a contract awarded by the Michigan Department of Transportation (“MDOT”) construct a non-motorized path in the University Cultural Center area of midtown Detroit. This project will include bike lanes, bike racks and spot sidewalk repairs on Cass Avenue from downtown Detroit heading north to West Grand Boulevard. Included within the project limits will be Midtown Greenway Loop Phase III project on Cass Avenue between Canfield Street and Kirby Street. The Midtown Greenway Loop portion of the project will be on the west side of Cass Avenue and will include widened sidewalks that will be colored concrete, new pedestrian and streetlights, landscaping, bike racks, benches and trash receptacles; and

WHEREAS, a portion of the Project Cost estimated at \$2,250,000 in federal funds (\$1,250,000 from MDOT and \$1,000,000 from SEMCOG) and \$1,000,000 from the State’s Roads Risks and Reserve Fund (3R) and an estimated \$635,557 from Midtown Detroit, Inc; in local match will be provided to MDOT and

WHEREAS, the City agreed to apply the above funding for said improvements, on the conditions that MDI:

- 1) provide any required local matching funds,
- 2) pay any ineligible Project Cost not paid out of said Federal Funds,
- 3) pay any Project Cost in excess of the said Federal Funds approved for the Project,
- 4) perform the preliminary engineering,
- 5) reimburse the City for the cost of construction engineering and inspection not paid out of said Federal Funds, and
- 6) maintain the Midtown Greenway Loop Phase III improvements in perpetuity,

and MDI has agreed to those conditions;
and

WHEREAS, the City and MDI wish to reduce to writing their agreement as to their relative responsibilities with respect to funding for and construction of said improvements; and

WHEREAS, once said agreement is reduced to writing, the City will be able to execute a funding agreement with MDOT which will provide Federal Funds for said improvements;

NOW, THEREFORE, the parties agree as follows:

I

DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

“Agreement” means the Agreement and all of its exhibits and schedules, as they may be subsequently amended or supplemented from time to time.

“CE&I Charge” means an amount not to exceed fifteen percent (15%) of the actual Eligible Construction and Development Costs, fifteen percent (15%) of the actual Ineligible Construction and Development Costs in connection with the Project and for costs incidental to those services, including, without limitation, all services and costs in connection with (1) review and approval of shop drawings; (2) construction staking and survey; (3) permits and licenses; (4) construction inspection; (5) construction contract administration; and (6) testing.

“City” means the City of Detroit, a municipal corporation organized under the laws of the State of Michigan and acting by and through its Public Works Department.

“Construction and Development Costs” (1) financial obligations of MDOT under the Construction Contract; and (2) any and all other expenses not covered by the CE&I Charge that are incurred by MDOT or the City and payable to unrelated third parties in connection with the development and completion of the Project; and (3) fees and charges of MDOT in connection with the Project (if any), all as reasonably determined by MDOT or the City, as the case may be.

“Construction Contract” means an agreement between MDOT and a Contractor for the construction of Improvements.

“Contractor” means a contractor retained directly by MDOT to construct Improvements.

“Eligible Construction and Development Costs” means those Construction and Development Costs (including Irrigation Costs and Miscellaneous Costs) eligible to be paid from the Federal Funds, as provided under applicable federal and state laws and regulations.

“Federal Funds” means an amount of \$2,250,000 being the amount currently estimated to be available from the federal Transportation Alternative Program (TAP)

“State Funds” means an amount of \$1million from Roads and Risks Reserve fund (3R) funds cover construction costs as well as CE&I.

“Improvements” means the infrastructure improvements shown in the Site Plan that are to be constructed and maintained in the Project Area, as they may have been modified in accordance with Section 4.3e.

“Ineligible Construction and Development Costs” means those Construction and Development Costs, if any, not eligible to be paid from Federal Funds and State Funds, under applicable federal and state laws and regulations.

“Irrigation Cost” means the costs associated with the construction and installation of the irrigation system for the Project.

“MDOT” means the Michigan Department of Transportation, an agency of the State of Michigan.

“Miscellaneous Costs” means Costs including fees and charges of MDOT in connection with the Project for advertising, auditing and administration

“Project” means the development and initial construction of Cass Avenue Nonmotorized Enhancement / Midtown Greenway Loop Phase III, a program of infrastructure improvements more fully described in Section 2.1.

“Project Area” means the portions of the Cass Avenue, Lafayette Boulevard, Washington Boulevard, West Jefferson Avenue and Bates Street rights of way to be used in connection with the Project, as shown on the Site Plans.

“Project Costs” means Eligible Construction and Development Costs, Ineligible Construction and Development Costs and the CE&I Charge. The term “Project Costs” does not include expenses incurred by MDI in connection with the preparation of the Site Plan or other MDI expenses in connection with the Project.

“Site Plans” means plans and specifications for the Improvements to the Project Area contained in the Cass Avenue Nonmotorized Enhancement / Midtown Greenway Loop - Phase III Construction Documents (which have been approved by the City and MDOT), as they may have been modified from time to time under Section 4.3e.

“MDI” means Midtown Detroit Incorporated, a Michigan nonprofit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code.

II

PROJECT SCOPE

2.1 Project Scope. The scope of the improvements, as set forth in MDOT’s initial Project Funding Notification, is as follows:

The City of Detroit will implement the Cass Avenue Nonmotorized Improvement project. The project includes a non-motorized path in the University Cultural Center area of Midtown Detroit and will add bike lanes along Cass from

downtown to West Grand Boulevard. Sidewalk repairs will be made where the existing sidewalk is in poor condition between Alexandrine and Elizabeth. The Midtown Greenway Loop project is Phase III of a four-phase project that will create a midtown loop, a three and a half mile urban greenway connecting existing campuses/institutions, including Wayne State University and the Detroit Medical Center, to greenway initiatives in surrounding areas, providing a key component of a larger greenway network linking New Center to Downtown and the Detroit River. The main loop will follow existing urban street patterns, and specifically follows Kirby Street, John R Street, Canfield Street, and Cass Avenue. Phase III construction will occur along Cass Avenue from Kirby Street to Canfield Street. The project includes the installation of sidewalks, curbs, storm drainage, benches, bike racks, pedestrian lighting, landscaping, and trash receptacles. New streetlights will be installed on Cass from Antoinette to Canfield Street. This trail will offer a safe and convenient route for pedestrians and cyclists, and encourage exploration of the museums, galleries, restaurants, and other businesses adjacent to the trail, transforming Midtown Detroit into a more walkable and bikeable community.

- 2.2 MDOT Funding Agreement. The Project is contingent upon the execution of funding agreement between MDOT and the City under which MDOT will provide Federal Funds for the Project as described in this Agreement.

III

PROJECT FUNDING

- 3.1 Estimated Project Costs. The estimated Project Costs and the projected division of the Project Costs between Federal Funds, State Funds and MDI funds, are as follows:

	Total Estimated Cost	TAP Grant	State Funds (3R) Funds	City	MDI's Share
Eligible Construction Costs	\$3,378,745	\$2,250,000	\$1,000,000	-0-	\$128,745
CE&I Charge on eligible Construction cost	\$506,812		\$		\$506,812
CE&I Charge (15%) on Additional Eligible Construction Costs.	-0-		-0%		100%
Construction Costs in excess of current estimate	-0-	-0-	-0-	-0-	[100%]

Total Estimated Project Cost	\$3,885,557	\$2,250,000	\$1,000,000	-0-	\$635,557
------------------------------	-------------	-------------	-------------	-----	-----------

3.2 MDI Funding Obligations.

- a. MDI agrees to pay 100% of the following portions of the Project Costs after receipt of bids and before the contract is awarded by MDOT.
 - (1) one hundred percent (100%) of any Construction and Development Costs not paid out of federal and state funds; plus
 - (2) One hundred (100%) of the CE&I Charges not paid out of federal and state funds.
- b. MDI shall also be responsible for the payment of (1) all fees and costs incurred in connection with preparation of the Site Plan; and (2) its expenses in connection with the planning and development of the Project.

3.3 Project Maintenance. Midtown Greenway, LLC, an affiliate of MDI, will enter into a separate maintenance agreement with the City under which Midtown Greenway, LLC will bear the cost of maintaining the Midtown Greenway Loop Phase III Improvements in perpetuity. MDI agrees that if at any point Midtown Greenway LLC fails or refuses to fulfill its obligations under that maintenance agreement, those obligations will be fulfilled by MDI or another affiliated entity designated by MDI with the prior approval of the City.

3.4 Project Billing. In the event the amounts of the Eligible Construction and Development Costs or the Ineligible Construction and Development Costs increase or decrease, through change orders or otherwise, the City shall calculate MDI's share under Section 3.2 and shall bill MDI for the resulting increase in its share or shall refund to MDI the resulting decrease in its share. MDI shall pay such invoices within thirty (30) days of receipt.

IV

PROJECT CONTRACTING

4.1 Project Bidding and Contract Awards.

- a. MDOT will advertise for bids for the initial construction of the Improvements and will award a Construction Contract or Construction Contracts under its usual rules, procedures and standards for letting similar contracts.

4.2 Construction Contracts. All Construction Contracts entered into by MDOT shall contain usual and customary terms, conditions and warranties and shall comply with all

applicable laws, ordinances, rules and regulations. Without limiting the preceding, all Construction Contracts shall also require:

- a. That the Contractor take all safety measures required by MDOT from time to time to protect the public from injury and damage caused by or resulting from the construction, and installation of the Improvements and, that the Contractor provide construction barricades or temporary fencing designed to prevent pedestrian access to areas under construction and shall provide signs directing pedestrians to use alternate routes.
- c. That the Contractor and each subcontractor performing construction or installation of Improvements in the Project Area maintain workers' compensation coverage in amounts not less than those required by law and commercial general liability insurance and motor vehicle liability insurance on such terms and in such amounts as required under applicable MDOT contracting standards and that each policy of general liability insurance name MDI, the City and MDOT as additional insured and provide not less than thirty (30) days' prior notice of cancellation to each such additional insured.
- d. That the Contractor defend, indemnify and hold harmless the City, MDI, MDOT and their respective directors, officers officials, employees and agents from and against all claims, costs, actions, causes of action, suits, judgments, damages, liabilities and losses (including, but not limited to, reasonable attorneys' fees and fees of expert witnesses and other consultants) resulting from (i) any and all liabilities arising out liens, claims, encumbrances, liabilities and judgments (ii)personal injury, bodily injury or death of any person or destruction of property arising out of or in any way connected with the negligence, willful misconduct or omission to act of the Contractor, its employees, representatives, agents or subcontractors in connection with the construction and installation of the Improvements; or (iii) the breach of its obligations under the Construction Contract.

4.3 Administration of Construction Contracts.

- a. MDI and the City understand that MDOT shall cause the Contractors to perform their obligations under Construction Contracts (i) in a good and workmanlike manner; (ii) in substantial compliance with all applicable federal, state and local laws, ordinances and regulations; and (iii) in a manner consistent with the Construction Contract and this Agreement.
- b. MDI and the City understand that MDOT shall pay from Federal Funds and from funds provided by MDI under Section 3.2 all amounts due

under the Construction Contracts in accordance with the terms of the Construction Contracts and in a manner that does not result in liens, claims or encumbrances in.

- c. MDI and the City understand that before construction begins, the City will provide (or will arrange for a Contractor to provide) MDI with a schedule for the construction and installation of the Improvements. MDOT shall use its best efforts to see that Contractors adhere to that schedule and the City shall advise MDI of any material changes in the schedules due to shortages of labor or materials, weather or other events beyond the control of MDOT or the Contractor.
- d. The City will allow representatives of MDI to participate in all construction progress meetings with the Contractor (and will/cause to provide MDI with timely notice of those meetings).
- e. The City will notify MDI of any proposed change order or other modification of a Construction Contract that will cause material increase in the Project Costs before it approves any such change order or modification of a Construction Contract. The City will not approve any material modification to the Site Plan or change order that is materially inconsistent with the Site Plan unless MDI has been notified of the modification. The preceding shall not, however, require consent to changes necessary for the successful completion of the project and to comply with applicable federal, state or local laws or regulations.
- f. The City will provide MDI with copies of all Construction Contracts and of all plans (including "as built" plans, if any), specifications, documents, agreements and instruments relating to the construction of the Improvements upon request. The reasonable costs incurred by the City or MDOT with providing those copies shall be considered to be Ineligible Construction and Development Costs payable by MDI.

V

MISCELLANEOUS

5.1 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or mailed by first class mail to the following addresses:

To the City:

City of Detroit, Department of Public Works
Attn: Ron Brundidge, Director
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 802
Detroit, MI 48226

With a copy to:
Jose T. Abraham, Deputy Director
City of Detroit, Department of Public Works
2 Woodward Avenue, Suite 802
Detroit, MI 48226

To MDI:

Midtown Detroit Incorporated
Attn: Susan T. Mosey, President
3939 Woodward Avenue, Suite 100
Detroit, MI 48201

With a copy to:

Joseph Kopietz
Clark Hill
500 Woodward, Suite 3500
Detroit, MI 48226-3435

The City or MDI may change the address or individuals to whom notice is to be given under this Agreement by a notice to the other in accordance with this Section 5.1.

5.2 Independent Contractors. The City and MDI intend that an independent contractor relationship be established by this Agreement. It is not intended that this Agreement, or any acts of the City or MDI under this Agreement, create any relationship of principal and agent or establish any partnership, joint venture, association or other entity.

5.3 Additional Instruments. The City and MDI agree to perform such acts and to deliver such additional agreements (including amendments to this Agreement), instruments, consents and other documents as may be reasonably necessary from time to time to carry out this Agreement in accordance with applicable law.

5.4 Assignment. Neither the City nor MDI may assign any of its duties, rights and obligations under this Agreement without the prior written consent of the other.

5.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the City and MDI and their respective successors and assigns.

5.6 Entire Agreement. This Agreement and as it may be further amended or supplemented from time to time, constitutes the complete agreement between the City and MDI with respect to the construction and installation of the Improvements and supersedes all such prior agreements, oral and written, including, without limitation. This Agreement may be amended or supplemented only by a written instrument signed by the City and MDI.

5.7 Severability. The provisions of this Agreement will be deemed severable and if any part of any provision is held illegal, void or invalid under applicable law, such provision may

be changed to the extent reasonably necessary to make the provision, as so changed, legal, valid and binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement will not in any way be affected or impaired, but will remain binding in accordance with their terms.

5.8 Limited Enforcement. This Agreement is enforceable by the City and MDI. No other person has the right to enforce any of the provisions contained in this Agreement.

5.9 Waivers. No part of this Agreement may be waived except by the written agreement of the City and MDI. Forbearance in any form from demanding performance under this Agreement is not a waiver of performance. Until complete performance under this Agreement, the party owed performance may invoke any remedy under this Agreement or under law, despite its past forbearance.

5.10 Consents. Whenever the consent or approval of a person is required under this Agreement such consent or approval, if given, shall be in writing.

5.11 Force Majeure. Each party shall be excused from performing any obligation under this Agreement, and any delay in the performance of any obligation under this Agreement shall be excused while and as long as the performance of the obligation is prevented, delayed or otherwise hindered by acts of God, fire, earthquake, floods, explosions, actions of the elements, war, riots, mob violence, acts of terrorism, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, court orders, laws, regulations or orders of governmental or military authorities or any other cause, whether similar or dissimilar to the foregoing, not within the control of such party (other than lack of or inability to procure funds or financing to fulfill its commitments and obligations under this Agreement).

5.12 Captions. The section and paragraph headings in this Agreement are inserted for convenience only and do not describe, interpret or limit the scope, extent or intent of this Agreement of any provision of this Agreement.

5.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be considered to be a single instrument.

5.14 Choice of Law. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Michigan. Nothing in this Agreement shall be construed to require the City to indemnify MDI or other person in a manner prohibited by the 1963 Michigan Constitution or the Charter of the City of Detroit.

IN WITNESS WHEREOF, the City and MDI, by and through their duly authorized officers and representatives, have executed this Agreement as of the date first above written.

WITNESSES:

MIDTOWN DETROIT INCORPORATED

1. Green / 10/14/14
Name Date

BY: Alan T. Jung 10/14/14
Name Date

2. M. Arroyo 10-14-14
Name Date

ITS: Executive Director 10/14/14
Name Date

WITNESSES:

CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS

1. Ramona Barber 10-23-14
Name Date

BY: Ron Brundidge
Name: Ron Brundidge Date

2. Valerie B. Blum 10/23/14
Name Date

ITS: Director

THIS CONTRACT WAS APPROVED
DEPARTMENT
BY THE CITY COUNCIL ON
DEC 09 2014

APPROVED BY THE LAW
PURSUANT TO § 7.5-206 OF THE
CHARTER OF THE CITY OF DETROIT

Date

FRO JAN 26 2015

Barbara J. Jant 12/14/14
Purchasing Director Date

[Signature] 11/3/14
Corporation Counsel Date

THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE PURCHASING
DIRECTOR.

CITY ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

This foregoing contract was acknowledged before me the 22nd day of Oct, 2014,
by Ron Brundidge , the Director ,
(name of person who signed the contract) (title of person who signed the contract as it appears on contract)
of Department of Public Works , on behalf of the City.
(complete name of the City department)

Notary Public, County of _____
State of _____

My Commission expires: _____



JOSE T ABRAHAM
Notary Public, State of Michigan
County of Macomb
My Commission Expires Nov. 28, 2016
Acting in the County of _____

Corporate ACKNOWLEDGMENT

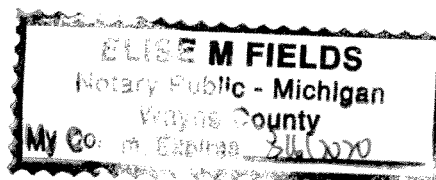
STATE OF Michigan)
) SS.
COUNTY OF Wayne)

The foregoing instrument was acknowledged before this 14th day of October, 2014, by
Susan T. Mosey, who is President of Midtown Detroit Incorporated, a Michigan nonprofit
corporation, on behalf of the corporation.

Notary Public, County of Wayne

State of Michigan

My Commission expires: 8/6/2020



CORPORATE CERTIFICATE OF AUTHORITY

I, Elliott Broom, Corporate Secretary of Midtown Detroit Incorporated, a Michigan nonprofit corporation ("MDI" or the "Corporation"), **DO HEREBY CERTIFY** that the following is a true and correct excerpt from resolutions duly adopted by the unanimous written consent of the members of the Executive Committee of the Corporation on August 20, 2008 and that the same are now in full force and effect:

RESOLVED, that MDI, on its own behalf and as the only member and manager of Midtown Greenway, LLC ("Midtown"), is hereby authorized to negotiate and to enter into:

(1) The Midtown Greenway Loop Project, Phase IV Agreement with the City of Detroit under which MDI will provide part of the funding needed for the Project and the City of Detroit will arrange and pay for the construction of Project improvements; . . .

(4) Such additional agreements, instruments, documents and arrangements as the Chairman or the President of MDI deems necessary or appropriate from time to time in connection with the development of the Project (including, without limitation, agreements with respect to Project design and engineering, title work and legal services); . . .

FURTHER RESOLVED, that the Chairman, the Vice-Chairman, the President, the Secretary and the Treasurer of MDI and each of them is authorized to execute and deliver, in the name of and on behalf of MDI and Midtown any agreement or other instrument or document ("Contract") in connection with any matter or transaction that shall have been duly approved in connection with the Project, under these resolutions or otherwise; and the execution and delivery of any Contract by the aforementioned officers shall be conclusive evidence of such approval. . . .

FURTHER, I CERTIFY that the officers of the Corporation are as follows:

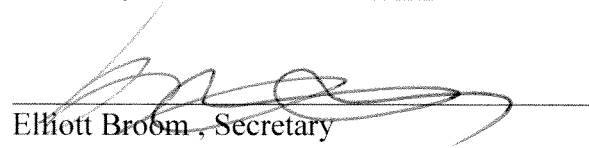
Chairman:	John Popovich
Vice Chairman:	Anne Beck
President:	Susan T. Mosey
Secretary:	Elliott Broom

Treasurer:

Mary Seaberg-King

FURTHER, I CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in Amendment No. 1 to Midtown Greenway Loop, Phase IV Agreement between the City and the Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 16 day of OCTOBER 2014.


Elliott Broom, Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.

DET01\706147.1
ID\JFO - 080392/0999

CONTRACT NO: 2899700

APPROVED

DEPARTMENT: DPW-STREET FUND

[] WAIVER

DEC 09 2014

AGENDA DATE: _____

CONTRACT SYNOPSIS

CONTRACTOR'S NAME: MIDTOWN DETROIT INC

CONTRACTOR'S ADDRESS: 3939 WOODWARD AVE, STE 100
DETROIT, MI 48201

WHAT FORM OF COMPETITION DID THE DEPARTMENT ENGAGE IN TO OBTAIN THIS PROFESSIONAL SERVICE CONTRACT:

Request For Proposal (RFP)	# N/A
Request For Quotes (RFQ)	# N/A
Request For Qualifications (RFQQ)	# N/A

If there was no competition obtained, explain why:
REVENUE CONTRACT

PROJECT: MIDTOWN DETROIT'S SHARE OF CASS AVENUE NON
MOTORIZED ENHANCEMENT/MIDTOWN GREENWAY LOOP
PHASE III PROJECT

TYPE OF FUNDING AND %: MDI 100%

CONTRACT AMOUNT: \$635,557 - REVENUE

CONTRACT PERIOD: November 2014 – October, 2018

ADVANCE PAYMENT:

BRIEF DESCRIPTION: TO CONSTRUCT A NON-MOTORIZED PATH INCLUDING BIKE LANES, BIKE RACKS AND SPOT SIDEWALK REPAIRS ON CASS AVENUE FROM DOWNTOWN DETROIT HEADING NORTH TO WEST GRAND BOULEVARD. INCLUDED WITHIN THE PROJECT LIMITS WILL BE MIDTOWN GREENWAY LOOP PHASE III PROJECT ON CASS AVENUE BETWEEN CANFIELD STREET AND KIRBY STREET SCOPE OF WORK INCLUDES WIDENED SIDEWALKS THAT WILL BE COLORED CONCRETE, NEW PEDESTRIAN AND STREETLIGHTS, LANDSCAPING, BIKE RACKS, BENCHES AND TRASH RECEPTACLES.

REASON FOR DELAY:

DEC 09 2014

Recess

CITY OF DETROIT
LAW DEPARTMENT
Office of Corporation Counsel
-CONTRACTS SECTION-

INTERDEPARTMENTAL MEMORANDUM

TO: Contracts Desk
Purchasing

FROM: Christopher S. Ammerman
Senior Assistant Corporation Counsel
Writer's Direct Dial: (313) 237-3053

SUBJECT: EXPIRED DOCUMENTS - CONTRACT NUMBER: 2899700
Vendor Name: Midian Detroit, Inc.

DATE:

The documents checked below have expired. Prior to placement of this contract on City Council's agenda, please insure that the documents identified below are current or have been renewed. The department has been notified on the date listed below.

Thank you for your cooperation in this request.

CLEARANCES

☒ Property Tax ☒ Income Tax
☒ Human Rights ☐ Other

INSURANCE

☐ The coverage required by this contract per the certificate of insurance furnished with this contract was not provided or has expired as follows:

Entire Certificate:	___	General Liability:	___
Prof. Liability:	___	Excess Liability:	___
Automobile:	___		
Workers' Comp.:	___	Employers' Liability	___
*Other (Identify)	___		

*Insurance coverage must include the City of Detroit as an additional insured. Please provide the City of Detroit Purchasing Department with an insurance certificate that complies with the contract requirement.

The departmental requestor was notified by this writer on 11/3/14

cc: DPW

Attn: Joe Abraham

01/11/12

City Council Contract Agenda Items Review Checklist

Reviewer: _____ Date Received: _____

Date: October 21, 2014

Department: DPW

Division: _____

Dept Head/Contact Person: Jose Abraham Phone No.: 224-3932

Description: Revenue Contract – Cass Avenue Nonmotorized Enhancement/Midway Greenway Loop Phase III

PO Type: Revenue Contract 2899700 Order Est. Value: Revenue Contract, \$635,557

Contract Term (if applicable): November 1, 2014 to October 31, 2018

Funding: City 0 % State 0 % Federal 0 % Other: 100%

(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: Midtown Detroit Inc

Required Date: November 1, 2014

1. Is the product or service ESSENTIAL to department operations? Revenue Contract

2. If "Yes" please explain why:

3. Was the product or service competitively bid? Revenue contract
(Request copies of bid tabulation/evaluation score sheets as needed)

If the answer to #2 is "NO" explain why there was no competition:
Revenue contract

4. Was a Co-Operative Agreement Considered? No. Co-Operative Name N/A

5. If answer to #3 is "No" explain why a Co-Op was not considered: Revenue contract

6. Were savings achieved N/A

Were additional savings requested? (10%) Revenue contract

7. Does the supplier currently provide other goods and services to the City? Revenue contract
If yes please list.

8. The business being awarded is REVENUE CONTRACT

If #6 is a renewal provide justification for renewal:

If #6 is a increase/decrease does this represent:

☐ Variance in unit price only (Current unit price \$ _____ Suggest Unit Price \$ _____)

☐ Change in amount/volume of the good or service to be used (no change in unit price)

9. Is this good/service used by other departments? No

If "yes" can this par be combined with other department requirements.? Revenue contract

01/11/12

10. Is this a service that can be performed by City employees? Revenue contract
Is this a service that City employees can be trained to do? Revenue contract
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NOTES:

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PLACE ON CITY COUNCIL AGENDA

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REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: _____ DATE: October 22, 2014

INFORMATION PROVIDED BY: Jose Abraham

TITLE: Deputy Director

PHONE NO: 224-3932